

# OPA

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## AGREEMENT TO ACCESS PROPERTY

THIS AGREEMENT is entered into as of the 1st day of March, 1994, between the UNITED STATES ENVIRONMENTAL PROTECTION AGENCY, Region VIII, 999 18th Street, Suite 500, Denver, Colorado 80202-2466 (EPA), and QUESTAR PIPELINE COMPANY, 79 South State Street, Salt Lake City, Utah 84111 (Questar). EPA and Questar are collectively referred to as the Parties.

### THE PARTIES REPRESENT AS FOLLOWS:

- A. Questar is the owner of real property at 1601 East 1700 South, Naples, Utah (Property).
- B. Gasoline has been detected in the groundwater under the Property.
- C. EPA must enter the Property to perform certain tests and cleanup activities.

### THE PARTIES AGREE AS FOLLOWS:

1. Questar consents to officers, employees, and authorized representatives of the EPA entering and having continued access at its sole risk and expense to the Property for the purpose of performing the following activities in connection with the presence of gasoline in groundwater under the Property:

- a. The taking of such soil, groundwater, water, and air samples as may be determined to be necessary;
- b. The sampling of any solids or liquids stored or disposed of on site;
- c. Other actions related to the investigation of surface and subsurface contamination; and
- d. The taking of a response action including site stabilization, the removal of oil, hazardous materials, or hazardous substances, material containment, and other actions deemed necessary to protect human health and the environment.

2. The EPA represents that these actions by EPA are undertaken pursuant to its response and enforcement responsibilities under the Clean Water Act, 33 U.S.C. §§ 1321 *et seq.* (CWA) as amended by the Oil Pollution Act of 1990, 33 U.S.C. §§ 2701 *et seq.*

3. EPA shall indemnify, protect, save harmless and release Questar, its successors and assigns, from and against any and all losses, damages, claims, demands, actions, causes of actions, costs and expenses of every nature, including, but not



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limited to, all expenses incurred in defending against any such claims or demands which may result from any injury to or death of any person, including, but not limited to, the employees and agents of the Parties, or from loss of or damage to property of any kind or nature belonging to anyone, including, but not limited to, property owned by, leased to or in the care, custody or control of the Parties, arising out of the acts or omissions of EPA during its operations on the Property. Provided, however, this indemnification shall not apply when claim for losses, damages, demands, actions, causes of actions, costs and expenses arise from the negligent act or omission of Questar.

4. This Agreement shall remain in effect for a primary term of eighteen months commencing March 1, 1994, and month to month thereafter until terminated by either party on at least 30 days' advance written notice to the non-terminating Party.

5. This written permission is given by Questar voluntarily with the knowledge of its right to refuse and without threats or promises of any kind.

THIS AGREEMENT is entered into by the authorized representatives of the Parties whose signatures appear below.

UNITED STATES ENVIRONMENTAL  
PROTECTION AGENCY

QUESTAR PIPELINE COMPANY

By: \_\_\_\_\_

DRAFT

By: \_\_\_\_\_

G. W. DeBernardi, Vice President  
Engineering & Transmission Services

\_\_\_\_\_  
(please type name and title)

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